11046

TREATIES AND OTHER INTERNATIONAL ACTS SERIES 11046

AGRICULTURAL COMMODITIES

Agreements Between the
UNITED STATES OF AMERICA
and MADAGASCAR

Signed at Antananarivo March 7, 1984

and

Signed at Antananarivo December 12, 1984

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NOTE BY THE DEPARTMENT OF STATE

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MADAGASCAR

Agricultural Commodities

Agreement signed at Antananarivo March 7, 1984;
Entered into force March 7, 1984.
And agreement signed at Antananarivo December 12, 1984;
Entered into force December 12, 1984.

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of Madagascar agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the P.L. 480 Title I Agreement signed August 19, 1981,[1] together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Rice	1984	23,000	7.0
Edible Vegetable Oil	1984	1,300	1.0
Total Dols (Millions)			8.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC) - Twenty (20) years.

A. Initial payment - Zero (0) percent;

B. Currency use payment - Five (5) percent for Section 104 (A) purposes;

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

[1] TIAS 10218; 33 UST 3139.

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

G. Continuing interest rate - Four (4) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1984	75,000
Edible Vegetable Oils and/or oil bearing seeds (oil equivalent basis)	1984	9,000

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1984, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: Rice -- Rice in the form of paddy, brown or milled; Edible Vegetable Oil -- All

edible vegetable oils, including soybean oil, peanut oil, sunflower oil, rapeseed oil, and any other edible oil bearing seeds from which edible oils are produced.

Item V. Self-Help Measures:

A. The Government of the Democratic Republic of Madagascar agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Republic of Madagascar agrees to undertake the following activities and, in doing so, to provide adequate financial, technical and managerial resources for their implementation:

1. Continue to support food production, particularly rice, through completion of repair and rehabilitation of irrigation canals and structures serving at least 30,000 hectares, for the benefit of small private farmers, in 1984.

2. Improve access to isolated agricultural areas through the rehabilitation of roads and bridges, taking into

particular consideration the priorities of the agricultural sector as defined by the Ministry of Agricultural Production and Agrarian Reform (MPARA). At least 1,000 kilometers of roads identified by the technical ministries as roads of economic importance will be repaired or rehabilitated in 1984.

3. Complete 45 micro-development projects in 1984.

4. Provide increased support to the National Rice Research Program in liaison with the activities of the International Rice Research Institute (IRRI). The Government of Madagascar will provide the FMG equivalent of US$ 1.207 million for direct support of IRRI activities in accordance with the terms of the Agreement with IRRI.

C. Use of Sales Proceeds:

1. The Government of the Democratic Republic of Madagascar agrees to deposit Malagasy Francs (FMG) proceeds from the sale of commodities in a special account. The amount of proceeds, at a minimum, must be equivalent to the amount of credit provided by CCC converted to FMG at the most favourable exchange rate available to foreign governments.

2. The Government of the Democratic Republic of Madagascar agrees to release such sales proceeds from the special account for the purposes outlined in Item V, Self-Help measures, and for such other agricultural and rural development purposes as may be agreed upon with the Government of the United States of America.

3. The Government of the Democratic Republic of Madagascar and the Government of the United States of America agree to convene twice each year to: consult on the agreed purposes for which the sales proceeds generated under this agreement will be used; review actual disbursements from special account and physical progress against benchmarks; and discuss such other matters as may be agreed.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the Government of the Democratic Republic of Madagascar from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Madagascar to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Madagascar people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Antananarivo, in duplicate, the seventh day of March, Nineteen Hundred and Eighty Four.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

David P. RAWSON

CHARGE D'AFFAIRES A.I.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

Richard RANDRIAMAHOLY

GOUVERNEUR
BANQUE CENTRALE

BANQUE CENTRALE
TANANARIVE

AGREEMENT BETWEEN

THE GOVERNMENT OF THE UNITED STATES OF AMERICA

AND THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

FOR THE SALE OF AGRICULTURAL COMMODITIES

The Government of the United States of America and the Government of the Democratic Republic of Madagascar agree to the sale of agricultural commodities specified below. This agreement shall consist of the Preamble and Parts I and III of the PL 480 Title I Agreement signed August 19, 1981, together with the following Part II:

PART II - PARTICULAR PROVISIONS

Item I. Commodity Table:

Commodity	Supply Period (U.S. Fiscal Year)	Approximate Quantity (Metric Tons)	Maximum Export Market Value ($ Millions)
Rice	1985	39,000	11.0

Item II. Payment Terms:

Convertible Local Currency Credit (CLCC) - Twenty (20) years.

A. Initial payment - Zero (0) percent;

B. Currency use payment - Five (5) percent for Section 104 (A) purposes;

C. Number of installment payments - Thirteen (13);

D. Amount of each installment payment - Approximately equal annual amounts;

E. Due date of the first installment payment - Eight (8) years after date of last delivery of commodities in each calendar year;

F. Initial interest rate - Two (2) percent;

G. Continuing interest rate - Four (4) percent.

Item III. Usual Marketing Table:

Commodity	Import Period (U.S. Fiscal Year)	Usual Marketing Requirement (Metric Tons)
Rice	1985	75,000

Item IV. Export Limitations:

A. Export Limitation Period:

The export limitation period shall be United States fiscal year 1985, or any subsequent United States fiscal year during which commodities financed under this agreement are being imported or utilized.

B. Commodities to which export limitations apply:

For the purposes of Part I, Article III A (4) of this agreement, the commodities which may not be exported are: Rice -- Rice in the form of paddy, brown or milled.

Item V. Self-Help Measures:

A. The Government of the Democratic Republic of Madagascar agrees to undertake self-help measures to improve the production, storage and distribution of agricultural commodities. The following self-help measures shall be

implemented to contribute directly to development progress in poor rural areas and enable the poor to participate actively in increasing agricultural production through small farm agriculture.

B. The Government of the Democratic Republic of Madagascar agrees to undertake the following activities and, in doing so, to provide adequate financial, technical and managerial resources for their implementation:

1. The GDRM will continue to identify and implement development projects, particularly in the agriculture sector, that support the economic policies being advanced under the principles of GDRM's public investment policy. Projects will be implemented based on the following criteria: (A) emphasis on completion of economically viable projects already underway; (B) priority shall go to rehabilitation of existing projects in the agricultural sector, particularly that which concerns rice, that have the potential of generating employment and revenue; (C) rehabilitation of the existing transportation and marketing network; (D) consideration shall be given to permit the currencies generated under PL 480, Title I, agreements to be coordinated, implemented, and funded in concert with other donor resources.

To these ends, projects will be advanced to:

(A) Continue to increase food production, particularly rice, through the completion, repair,

maintenance, or rehabilitation of agricultural infrastructure including irrigation canals, for the benefit of small farmers as well as for small and middle agricultural enterprises. The goal is to extend these efforts to cover a minimum of 30,000 hectares in 1985.

(B) Improve access to productive agricultural areas through the maintenance, rehabilitation and reconstruction of at least 500 km of roads and bridges from the points of production to market points in 1985. To the extent possible, projects in this sector will be coordinated, monitored and funded in cooperation with other donor resources.

(C) Provide continued support to the National Rice Research Program in liaison with the activities of the International Rice Research Institute (IRRI), as well as making similar support available to food crop research and to food crop seed multiplication activities.

(D) By building on previous studies funded under PL 480 Title I Agreements, provide support to services and institutions responsible for data necessary to continue the rehabilitation of the agricultural sector, with consideration given to the role of the private sector.

2. The parties to this agreement will continue to review on case by case basis individual project proposals, which are included in the above mentioned general categories, mutually agreeing to fund and implement each project retained after negotiations.

C. Use of Sales Proceeds:

1. The Government of the Democratic Republic of Madagascar agrees to deposit Malagasy Francs (FMG) proceeds from the sale of commodities in a special account. The amount of proceeds, at a minimum, must be equivalent to the amount of credit provided by CCC converted to FMG at the most favourable exchange rate available to foreign governments.

2. The Government of the Democratic Republic of Madagascar agrees to release such sales proceeds from the special account for the purposes outlined in Item V, Self-Help Measures, and for such other agricultural and rural development purposes as may be agreed upon with the Government of the United States of America.

3. The Government of the Democratic Republic of Madagascar and the Government of the United States of America agree to convene twice each year to: consult on the agreed purposes for which the sales proceeds generated under this agreement will be used; review actual disbursements from special account and physical progress against benchmarks;

and discuss such other matters as may be agreed.

Item VI. Economic Development Purposes For Which Proceeds Accruing To Importing Country Are To Be Used:

A. The proceeds accruing to the Government of the Democratic Republic of Madagascar from the sale of commodities financed under this agreement will be used for financing the self-help measures set forth in the agreement, and for development in the agricultural and rural development sectors, in a manner designed to increase the access of the poor in Madagascar to an adequate, nutritious, and stable food supply.

B. In the use of proceeds for these purposes, emphasis will be placed on directly improving the lives of the poorest of the Madagascar people and their capacity to participate in the development of their country.

In witness whereof, the respective representatives, duly authorized for the purpose, have signed the present agreement.

Done at Antananarivo, in duplicate, the Twelfth day of December, Nineteen Hundred and Eighty Four.

FOR THE GOVERNMENT OF THE UNITED STATES OF AMERICA

Donald P. RAWSON
CHARGE D'AFFAIRES A.I.

FOR THE GOVERNMENT OF THE DEMOCRATIC REPUBLIC OF MADAGASCAR

Richard RANDRIAMAHOLY
GOVERNOR
CENTRAL BANK OF MADAGASCAR

ACCORD CONCLU ENTRE LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE ET LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DE MADAGASCAR EN VUE DE LA VENTE DE PRODUITS AGRICOLES

Le Gouvernement des Etats-Unis d'Amérique et le Gouvernement de la République Démocratique de Madagascar se sont mis d'accord pour effectuer les transactions de produits agricoles spécifiées ci-dessous. Le présent Accord sera constitué des mêmes Préambule et Ière et IIIème Parties de l'Accord signé le 19 Août 1981, ainsi que d'une IIème Partie, telle qu'elle est libellée ci-dessous:

IIème PARTIE - DISPOSITIONS PARTICULIERES

Point I. Tableau des Produits:

Produit	Période de l'Approvisionnement (Année Fiscale des Etats-Unis)	Quantité Maximum. Approximative (Tonnes Métriques)	Valeur Maximum Sur le Marché d'Exportation (Million $)
Riz	1985	39.000	11.0

Point II. Modalités de Paiement:

Crédit en Monnaie Locale Convertible - Vingt (20) ans.

A. Paiement initial - Zéro (0) pour cent;

B. Paiement utilisant la monnaie locale - Cinq (5) pour cent suivant les dispositions de la Section 104 (A);

C. Nombre de versements - Treize (13);

D. Montant de chaque versement - En versements annuels approximativement égaux;

E. Date d'échéance du premier versement - Huit (8) ans après la date de la dernière livraison des produits au cou de chaque année civile;

F. Taux d'intérêt initial - Deux (2) pour cent;

G. Taux d'intérêt définitif - Quatre (4) pour cent.

Point III. Tableau des Marchés Habituels:

Produit	Période d'Importation (Année Fiscale des Etats-Unis)	Obligations Relatives aux Marchés Habituels (Tonnes Métriques)
Riz	1985	75.000

Point IV. Limitation des Exportations:

A. Période de Limitation des Exportations:

La période de limitation des exportations s'étendra sur l'année fiscale américaine 1985 ou sur toute année fiscale américaine ultérieure durant laquelle les produits financés au titre du présent Accord seront importés ou utilisés.

B. Liste des Produits qui sont Soumis à Cette Limitation d'Exportation:

Pour l'application des dispositions de la Première Partie, Article III A (4) du présent Accord, les produits qui ne peuvent pas être exportés sont: le riz -- sous forme de paddy, brun ou usiné.

Point V. Mesures d'Auto-Assistance:

A. Le Gouvernement de la République Démocratique de Madagascar consent à prendre des mesures d'auto-assistance pour améliorer la production, le stockage et la distribution des produits agricoles. Les mesures d'auto-assistance suivantes seront mises en oeuvre pour contribuer directement au développement dans les zônes rurales pauvres et pour donner aux pauvres la possibilité de participer d'une manière active à l'accroissement de la production agricole par le biais de petites exploitations agricoles.

B. Le Gouvernement de la République Démocratique de Madagascar consent à entreprendre les activités ci-après et, ce faisant, à fournir les ressources financières, techniques et administratives pour leur mise en oeuvre.

1. Le Gouvernement de la République Démocratique de Madagascar continuera à identifier et à mettre en oeuvre des projets de développement, en particulier dans le secteur agricole, projets qui soutiennent les politiques économiques tracées au titre des principes de la Politique d'Investissement Public du GRDM. Les projets seront mis en oeuvre suivant les critères suivants: (A) insistance sur l'achèvement des projets économiquement viables qui sont en cours; (B) priorité devra porter sur la réhabilitation des projets existants dans le secteur agricole, en particulier en ce qui concerne le riz, ceux qui sont créateurs

d'emplois et sources de revenus; (C) réhabilitation du réseau existant de transport et de commercialisation; (D) considération devra être donnée pour permettre aux monnaies engendrées au titre des Accords du PL 480 Titre I, d'être coordonnées, mises en oeuvre, et consolidées de concert avec les ressources des autres donateurs.

A ces effets, les projets seront choisis pour:

(A) Continuer à augmenter la production alimentaire, en particulier le riz, par l'achèvement, la réparation, l'entretien ou la réhabilitation de l'infrastructure agricole, y compris les canaux d'irrigation, au profit des petits agriculteurs ainsi que des petites et moyennes entreprises agricoles. Le but en est d'augmenter ces efforts pour couvrir un minimum de 30.000 hectares en 1985.

(B) Améliorer les voies d'accès aux zônes agricoles productives, par l'entretien, la réhabilitation et la reconstruction d'au moins 500 km de routes et de ponts en 1985, à partir des centres de production jusqu'aux points de commerce. Les projets dans ce secteur devront, autant que possible, être coordonnés, controlés et financés en coopération avec les ressources des autres donateurs.

(C) Fournir un appui continu au Programme National de la Recherche Rizicole en liaison avec les activités de l'International Rice Research Institute (IRRI), apporter un appui similaire à la recherche des récoltes vivrières et aux activités relatives à la multiplication des semences vivrières.

(D) En se basant sur les études antérieures financées au titre des Accords du PL 480 Titre I, fournir aux services et institutions responsables de la collecte, de la recherche et de l'analyse des données, le soutien nécessaire en vue de continuer la réhabilitation du secteur agricole, en tenant compte du rôle du secteur privé.

2. Les parties signataires de cet Accord continueront à examiner cas par cas les propositions de projets individuels entrant dans les catégories ci-dessus mentionnées et acceptent mutuellement de financer et de mettre en oeuvre chaque projet retenu après négociations.

C. Utilisation des Produits des Ventes:

1. Le Gouvernement de la République Démocratique de Madagascar consent à déposer les produits des ventes en Francs Malgaches (FMG) dans un compte spécial. Le montant de ces produits doit, au minimum, être égal à celui du crédit

fourni par la CCC converti en FMG au taux de change le plus favorable accordé à des gouvernements étrangers.

2. Le Gouvernement de la République Démocratique de Madagascar consent à débloquer lesdits produits des ventes du compte spécial pour l'application des dispositions générales du Point V, Mesures d'Auto-Assistance et pour d'autres objectifs de développement agricole et rural dont on peut convenir avec le Gouvernement des Etats-Unis d'Amérique.

3. Le Gouvernement de la République Démocratique de Madagascar et le Gouvernement des Etats-Unis d'Amérique conviennent de se réunir deux fois par an en vue de: se consulter sur les objectifs fixés pour lesquels les produits des ventes obtenus au titre de cet Accord seront utilisés; passer en revue les décaissements actuels faits à partir du compte spécial et les progrès effectifs par rapport aux objectifs; et discuter d'autres questions d'accord parties.

Point VI. Objectifs de Développement Economiques AuxQuels Doivent Etre Consacrés Les Produits Des Ventes Revenant Au Pays Importateur:

A. Les montants revenant au Gouvernement de la République Démocratique de Madagascar sur les ventes des produits financés au titre du présent Accord seront utilisés au

financement des mesures d'auto-assistance définis dans l'Accord, et pour le développement des secteurs agricoles et ruraux, de façon à activer l'accès des pauvres à Madagascar à un approvisionnement alimentaire adéquat, nutritif et stable.

B. Dans l'emploi desdits montants à ces fins, il conviendra de mettre l'accent sur l'amélioration directe du mode de vie des couches les plus pauvres de la population de Madagascar et de leur aptitude à participer au développement de leur pays.

En foi de quoi, les représentants soussignés, dûment autorisés à cet effet, ont signé le présent Accord.

Fait à Antananarivo, en double exemplaire, le Douze Décembre, Mille Neuf Cent Quatre Vingt Quatre.

POUR LE GOUVERNEMENT DES ETATS-UNIS D'AMERIQUE

David P. Rawson

CHARGE D'AFFAIRES A.I.

POUR LE GOUVERNEMENT DE LA REPUBLIQUE DEMOCRATIQUE DE MADAGASCAR

TANANARIVE

R[illegible]d RANDRIAMAMBLY

GOUVERNEUR
BANQUE CENTRALE DE MADAGASCAR